

EXHIBIT B

CONFLICTS OF INTEREST

- **Gifts and Gratuities.** Under no circumstances may an employee offer or give anything to a client or client's representative in an effort to influence an award of other favorable client action where such action would be a violation of government regulations or company standards of conduct.
- **Inside Information.** In no instance may an employee attempt to obtain, photocopy, overhear or use inside information when the employee has reason to believe that the information has not been voluntarily and legally obtained.
- **Outside Interests.** Any material investment in an employee in another enterprise related to the business conducted by CEC must be disclosed to the company.
- **Antitrust.** No agreement or understanding may be made with competitors to fix or control prices; to allocate products, markets, or territories; to boycott certain clients; or to refrain from providing services of a particular type or in a particular market.
- **Company and Clients Resources.** No employee may make improper use of company or client resources, or permit others to do so.

ETHICS

CEC requires all employees to observe a basic code of conduct and ethics in the work place, which is grounded on principles of honesty and trustworthiness, responsibility and reliability, truthfulness and accuracy, and cooperativeness and economy in using company and client resources.

EQUAL OPPORTUNITY

CEC is an Equal Opportunity Employer. This means that we will extend equal opportunity to all individuals without regard for race, religion, color, sex, national origin, age, disability, handicaps or veterans status. This policy affirms CEC's commitment to the principles of fair employment and the elimination of all vestiges of discriminatory practices that might exist. We encourage all employees to take advantage of opportunities for promotion as they occur.

HEALTH AND SAFETY

The health and safety of our employees are the first consideration in the operation of CEC. Our objective in implementing the health and safety program is to reduce the

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number of injuries and illnesses to an absolute minimum. Our goal is zero accidents and injuries.

At times CEC may provide company credit cards to employees to facilitate the completion of their job. At no time is the credit card to be used for personal items i.e. gas, food, office supplies, car repairs, etc. Any employee using a company credit card will be required to submit receipts to the office twice a month along with either an expense report showing which project the charge relates to or documentation on the receipt showing the same. If a receipt for a charge is not submitted, the charge will be deemed as personal and that amount will be deducted from the following month's paycheck. CEC realizes that from time to time an employee may forget or lose a receipt and occasional allowances can be made for this, but if losing a receipt becomes standard practice then other action may be taken.

VEHICLE MAINTENANCE

Each employee assigned a vehicle is responsible for the care and regularly scheduled maintenance of that vehicle. CEC requires all vehicles to be kept clean, washed, and vacuumed on a weekly basis and prior to beginning any new job. All employees are to coordinate vehicle maintenance and repair with the Vehicle Service Manager.

EQUIPMENT MAINTENANCE

Equipment in good working order is critical to CEC performing our work in a safe, efficient, and responsible manner. Equipment must be kept clean, maintained as recommended by the equipment manufacturer or vendor and stored properly. All equipment will be tracked and maintained by the Equipment Service Manager.

COMPUTER POLICY

Computers are provided by CEC for employees to perform CEC business. Computer upgrades and modifications are to be coordinated with CEC's Information Technology personnel. The computer may be desk tops, laptops, or other mobile device. While we respect the privacy of our employees, CEC reserves the right to inspect its computers and other devices at any time and without prior notice to employee. Any e-mail or other computing function originating or received by a CEC computer may be monitored and recorded in accordance with applicable Federal and State laws. Computers are not for personal use. Excessive personal use or computer use that violates CE's code of conduct or is detrimental to CEC's business may be cause for disciplinary action and/or dismissal.

CONFIDENTIALITY

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Employees of CEC may be exposed to confidential information intended for the Company's use only or that of our clients. All employees are required to maintain such information in strictest confidence. Employees may be required to sign a confidentiality agreement with CEC. This policy benefits you, as an employee, by protecting the interests of CEC and our clients in the safeguard of confidential, unique and valuable information from competitors or others.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor. Failure to comply with this policy could result in disciplinary action, up to and including termination.

Certain information relating to an employee's total compensation package is confidential and should not be shared with any other employee. This information includes, but is not limited to, the items listed below:

- Salary
- Company reimbursed expenses
- Company perks (bonuses, vehicles, etc.)

Failure to comply with this policy could result in disciplinary action, up to and including termination.

SEXUAL HARRASSMENT

CEC will not, under any circumstances, condone or tolerate conduct, which may constitute sexual harassment on the part of its management, supervisors, or non-management personnel. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination, including sexual harassment. Any employee found to have engaged in such conduct will be subject to immediate discipline up to and including discharge.

Any employee found to be engaged in the conduct of sexual harassment will be subject to immediate discipline up to and including discharge.

Sexual harassment is defined as:

1. Making submission to unwelcome sexual advances or requests for sexual favors a term or condition of employment;
2. Basing an employment decision on submission or rejection by an employee of unwelcome sexual advances, requests for sexual favors, or verbal or physical contact of a sexual nature;
3. Creating an intimidating, hostile, or offensive working environment or atmosphere either by:
 - Verbal actions, including calling employees by terms of endearment; using vulgar, kidding or demeaning language; or
 - Physical conduct which interferes with an employee's work performance